

RESOLUTION OF THE TOWNSHIP OF JACKSON
JACKSON, NEW JERSEY

RESOLUTION NUMBER 533R-04

DATE OF ADOPTION 10/25/04

TITLE: **AMEND AND APPROVE 2003-2006 CONTRACT
BETWEEN TOWNSHIP OF JACKSON AND
SUPERIOR OFFICERS ASSOCIATION LOCAL 168-A**

COMMITTEEPERSON Grisanti PRESENTS THE FOLLOWING RESOLUTION
SECONDED BY Broderick

Page 1 of 1 das

WHEREAS, negotiations were entered into pursuant to Public Law 168, Chapter 303, between the Township of Jackson in the County of Ocean and Superior Officers Association Local 168-A of Jackson Township relative to rates of pay, hours of work and other conditions of employment within the Township of Jackson; and

WHEREAS, as a result of these negotiations, an Agreement was reached regarding these matters.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWNSHIP COMMITTEE OF THE TOWNSHIP OF JACKSON, COUNTY OF OCEAN, STATE OF NEW JERSEY, THAT:

1. The Mayor and Township Committee hereby accepts the Agreement between the Township of Jackson and Superior Officers Association Local 168-A effective January 1, 2003 through December 31, 2006, a copy of which is annexed hereto and made a part hereof.
2. The Mayor is hereby authorized to execute same and the Township Committee hereby amends the execution of said Contract.
3. Copies of this Resolution to Superior Officers Local 168-A, Municipal Administrator, Chief Financial Officer, Director of Public Safety, Director of Personnel, and any other interested parties.
4. A certified copy of this Resolution and the Agreement are to be forwarded to the Public Employment Relations Commission, Labor and Industry Building, John Fitch Plaza, P.O. Box 2209, Trenton, N.J. 08625 as per N.J.S.A. 34:13A-8.2.

DATED: 10/25/04



ANN MARIE EDEN, R.M.C.
TOWNSHIP CLERK

RECORD OF VOTE				DEPUTY MAYOR	MAYOR
COMMITTEEPERSON:	M. BRODERICK	M. KAFTON	J. REILLY	J. GRISANTI	S. GIBLIN
YES	✓		✓	✓	✓
NO					

MODIFICATION AND ADDENDUM

BETWEEN

TOWNSHIP OF JACKSON, A CORPORATE BODY

COUNTY OF OCEAN, STATE OF NEW JERSEY

AND

JACKSON POLICEMEN'S BENEVOLENT ASSOCIATION

SUPERIOR OFFICERS ASSOCIATION LOCAL 168-A

A COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE JANUARY 1, 2003 THROUGH DECEMBER 31, 2006

On October 4, 2004, after meeting and negotiations between duly authorized representatives of the Township of Jackson and Jackson Policemen's Benevolent Association Superior Officers Local 168-A, the parties agree to the following changes and modifications to the current Collective Bargaining Agreement between the parties, dated January 1, 2003 through December 31, 2005.

It is agreed that the following changes and modifications shall become effective retroactively to January 1, 2003 and shall remain in effect through December 31, 2006.

It is mutually agreed by the parties that the following shall modify and replace Article 8, Wages, Section 1, of the Collective Bargaining Agreement, in accordance with the provisions detailed in Article 8, Wages, Section 2, of the Collective Bargaining Agreement.

ARTICLE 8

WAGES

Section 1. The Annual Base Salary for each of the classifications shown for the calendar years 2003, 2004, 2005, and 2006 are as follows:

Classification	2003	2004	2005	2006
<i>5 km</i> Captain 14% Above a Lt.'s Base Of 14% Above Sgt. (TP +14%+14%+14%) (Appt. to ranks of Sgt., Lt. And Capt. prior to 1/1/00)	114,705	119,177	123,825	128,654
<i>2006</i> Captain 12% Above a Lt.'s Base Of 14% Above Sgt. (TP+14%+14%+12%) (Appt. to ranks of Sgt. and Lt. prior to 1/1/00 and rank of Captain after 1/1/00)	112,692	117,086	121,652	126,396
<i>David</i> Captain 12% Above a Lt.'s Base Of 12% Above Sgt. (TP+14%+12%+12%) (Appt. to rank of Sgt. prior to 1/1/02 and rank of Lt. and Captain after 1/1/00)	110,714	115,032	119,517	124,179
Captain 12% Above a Lt.'s Base Of 12% Above Sgt. (TP+12%+12%+12%) (Appt. to rank of Sgt. after 1/1/02 and rank of Lt. And Capt. after 1/1/00)	108,773	113,014	117,421	122,002

	2003	2004	2005	2006
Lieutenant 14% Above a Sgt.'s Base Of 14% Above TP (TP+14%+14%) (Appt. to rank of Sgt. prior to 1/1/02 and rank of Lt. prior to 1/1/00)	100,618	104,541	108,618	112,854
Lieutenant 12% Above a Sgt.'s Base Of 14% Above TP (TP+14%+12%) Appt. 1/1/00-12/31/01 (Appt. to Sgt. prior to 1/1/02 and Lt. after 1/1/00)	98,852	102,707	106,712	110,874
Lieutenant 12% Above a Sgt.'s Base Of 12% Above TP (TP+12%+12%) (Appt. 1/1/02 and thereafter)	97,119	100,905	104,840	108,930

*Formula = Top Patrolman (TP) plus percentage differential for each rank step thereafter.

It is mutually agreed by the parties that the following shall modify and replace Article 35, Duration of Agreement, Section 1, of the Collective Bargaining Agreement.

Article 35

Duration of Agreement

Section 1. This Agreement shall be in effect for four (4) years, from January 1, 2003 to and including December 31, 2006, which benefits shall be retroactive to January 1st, 2003. At the termination of this Agreement, it is specifically understood and agreed by and between the parties hereto that any subsequent Agreement between the parties for 2007 and thereafter, shall be effective for a period of one (1) year, unless otherwise agreed at the time of negotiations.

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective negotiation of the modification Agreement between the parties, and contains all benefits to be modified to which Officers by this Agreement are entitled.

In witness thereof, the parties hereto have hereunto set their hands and seals
this _____ day of _____, 2004.

Township of Jackson:

Jackson PBA
Superior Officers Local 168-A

By: _____

Séan Giblin, Mayor

Capt. C.L. [Signature] #169
President

Attest: _____

Anne Marie Eden, RMC
Township Clerk

Capt. [Signature] #123
Witness

AGREEMENT

BETWEEN

TOWNSHIP OF JACKSON, A CORPORATE BODY

COUNTY OF OCEAN, STATE OF NEW JERSEY

AND

JACKSON POLICEMEN'S BENEVOLENT ASSOCIATION

SUPERIOR OFFICERS LOCAL – 168A

THREE (3) YEAR CONTRACT

EFFECTIVE JANUARY 1, 2003 THROUGH DECEMBER 31, 2005

Table of Contents

<u>Article #</u>	<u>Article</u>	<u>Page</u>
1	PreAmble-Witnesseth	1
2	Recognition and Scope of Agreement	1
3	Collective Bargaining Procedure	2
4	Discrimination and Coercion	2
5	Management Rights	3-4
6	Superior Officer's Association Business	4-5
7	Active Duty Hours	5
8	Wages	5-7
9	Longevity	7
10	Overtime	7-9
11	Vacation Leave	9-10
12	Holiday Leave	10-11
13	Sick Leave	11-12
14	Jury Leave	12
15	Injury/Illness	12
16	Personal Days	12
17	Bereavement Leave	13
18	Educational Benefits	13-14
19	Scholarship	15
20	Clothing and Maintenance Allowance	15
21	Hospital-Medical Plan	15
22	Dental Plan	15
23	Optical Plan	16
24	Prescription Plan	16
25	Pension Plan	16
26	Medical/Physical Examinations	16
27	Legal Aid	17
28	Savings Clause	17
29	Personnel File	18
30	Promotions	18
31	Bill of Rights	18-19
32	Outside Employment	19-20
33	Grievance Procedure	20-22
34	Discharge and Suspension	22-23
35	Duration of Agreement	23
36	Completeness of Agreement	24

ARTICLE 1
PREAMBLE – WITNESSETH
PREAMBLE

This agreement made and entered into in Jackson Township, New Jersey this *6th* Day of *November*, 2003 between the Township of Jackson, a municipality in the County of Ocean, and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Jackson Policemen's Benevolent Association, Superior Officers Local 168-A, or hereinafter referred to as the "S.O.A." or "Officers", as herein referred to denotes all S.O.A. members.

WITNESSETH

Whereas, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its superior officers and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the laws and established practices not modified by this agreement.

Now, therefore, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the officers of the employer recognized as being represented by the S.O.A. as follows:

ARTICLE 2
RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognizes the S.O.A. as the sole and exclusive representative of all superior officers as defined in Article 2, Section 2, herein, for the purposes of collective bargaining, and all activities and processes relative thereto.

Section 2. The Bargaining Unit shall consist of all regular full-time superior officers of Jackson Township now employed or hereinafter employed excluding Police Officers, Sergeants, Director of Public Safety, Deputy Director of Public Safety, Chief of Police and Deputy Chief of Police.

Section 3. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This Agreement shall be binding upon the parties hereto.

Section 5. All references made to the Chief of Police shall be changed to read "Chief of Police, and/or Director of Public Safety".

ARTICLE 3

COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective Bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the governing body of the employer or its designee (excluding Patrolmen and Sergeants), and the President of the S.O.A. or his designee, shall be the respective bargaining agents for the parties.

Section 2. Collective Bargaining meetings shall be held at times and places mutually convenient at the request of either party in accordance with the applicable statutes of New Jersey and the rules and regulations of the Public Employment Relations Commission.

Section 3. Ordinarily not more than three (3) additional representatives of each party shall participate in collective bargaining meetings.

ARTICLE 4

DISCRIMINATION AND COERCION

Section 1. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the officers represented by the Association because of membership activity in the Association. The Association shall not intimidate or coerce officers into membership. Neither the Employer nor the Association shall discriminate against any officer because of race, creed, color, national origin, or political affiliation.

Section 2. Pursuant to Chapter 123, Public Law of 1974: The Township hereby agrees that every Superior Officer shall have the right to freely organize, join and support the S.O.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted S.O.A. activities. As a body exercising governmental power under the law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce a Superior Officers the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States Constitution; that it shall not discriminate against any Superior Officer with respect to hours, wages, work assignments, or any terms of conditions of employment by reason of his membership in the S.O.A. and its affiliates, his participation in any activities of the S.O.A. and or proceedings under this agreement, or otherwise with respect to any terms or conditions of employment, or for action taken as a result of action taken on the part of the township.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. The S.O.A. recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the employer. All of the rights, power and authority possessed by the employer subject only to such limitations as are specifically provided in this Agreement.

It shall be mutually agreed that the Township as Employer, and the S.O.A. as employees, will abide by Title II and IIA of the revised statutes of New Jersey, and the rules and regulations of the Department of Personnel. No provision of this Agreement will, in any way, contravene the authority and responsibility of the Department of Personnel.

The Employer shall have the right to determine all matters concerning the Management or Administration of the various divisions of the Police Department, the right to direct the various divisions, to hire and transfer officers, to combine or eliminate jobs and to determine the number of officers needed for specific job assignments.

Section 2. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable law, rules and regulations to:

- (a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.
- (b) Manage officers of the Employer, to hire, promote, transfer, assign or retain officers in positions within the Employer and in that regard to establish reasonable work rules in written form with copies and amendments thereto to be provided to officers.
- (c) Suspend, demote, reduce, discharge or take other appropriate disciplinary action against an officer for just cause or to lay off officers in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; provided that reduction in force level of certified personnel shall not be effected until non-certified personnel performing police functions are laid off; and provided further that seniority shall prevail at all times in the order of any lay-off and subsequent rehiring.

Section 3. The parties mutually recognize and agree to the applicability of N.J.S.A. 34:13A-53 to any terms and conditions or employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.

Section 4. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify any existing or amended applicable provisions of Federal and State Laws.

Section 5. The Union recognizes management's right to record an employee's time in a manner deemed appropriate by management.

ARTICLE 6

SUPERIOR OFFICER'S ASSOCIATION BUSINESS

Section 1. The President or in the event he is not available, his designee of the S.O.A., or if he is unavailable, the next highest ranking S.O.A. Officer available, shall be excused from his work assignment and shall be granted the time off to handle S.O.A. business; provided, however, that prior to the time of absence from his work assignment, the President, or his designee, shall notify the Director of Public Safety and/or Chief of Police or their designee, and provided further that such time is limited to an aggregate of twelve (12) hours per month, non-cumulative.

Section 2. During annual contract negotiations, the S.O.A. President and the S.O.A. negotiating staff shall be excused from their work assignments and shall be granted an unlimited amount of time while actually negotiating with the Township. The S.O.A. President and negotiating team of the Associations Bargaining Unit shall be excused from their work assignment during annual negotiations whenever the S.O.A. President has to meet with said members of the bargaining unit. This time is not to be deducted from any other leave. Such time is limited to an aggregate of twelve (12) hours per month non-cumulative.

Section 3. The Association shall have the right to use the intra-township mail facilities as it deems necessary and without approval of any Administrative or Management Personnel.

Section 4. Subject to availability and to adherence to the same procedural requirements established by the Township for the use of its facilities by other non-municipal groups, the Association shall have the right to conduct meetings at reasonable times on municipal premises.

Section 5. No reasonable S.O.A leave shall be denied to the S.O.A. President as applies under Article 6 when requesting such leave to represent the S.O.A., or to conduct S.O.A. business.

Section 6. It shall be agreed that the S.O.A. President or the next highest officer acting in the capacity of the S.O.A. President, shall be permitted to bring directly to the Chief of Police and/or Director of Public Safety any matters deemed by the S.O.A. President to be of such importance that directly requires review by the Chief of Police and/or Director of Public Safety.

Section 7. The township agrees to excuse for the duration of said meeting, the S.O.A. President to attend the regular monthly meeting of the S.O.A. This time/leave not to be deducted from any other time/leave.

Section 8. It shall be agreed that when the S.O.A. President, or if he is unavailable, and another S.O.A. member who is acting as the S.O.A. representative, he shall not be made to use S.O.A. time as outlined in Article 6, Section 1, or any other time while on duty and attends any hearings, interrogations, or interviews that require S.O.A. representation, and also when the Township or its representatives request a meeting with the S.O.A. but not limited to the above.

It is further agreed that since this is a S.O.A. matter, only the S.O.A. President can assign a representative, in his absence to represent any and all S.O.A. members in matters that concern the S.O.A.

Section 9. The S.O.A. assigned representative shall be excused from his work assignment, for the duration of said meeting, to attend the monthly State P.B.A. Delegates meeting.

Section 10. The Township agrees to grant the necessary time off, without loss of pay, to the President and two (2) selected representatives of Local 168-A to attend any National or State Convention of the New Jersey State P.B.A., as provided under N.J.S.A. 11:26C-4.

ARTICLE 7

ACTIVE DUTY HOURS

Section 1. The work day shall consist of not more than eight (8) consecutive hours, except as mutually agreed to by the parties. Superior Officers assigned to the Patrol Platoons as Watch Commanders, shall work a four (4) on, two (2) off schedule. All other Superior Officers shall work a regular five (5) on, two (2) off schedule.

Section 2. S.O.A. members assigned to a five (5) on, two (2) off schedule shall be entitled to four (4) Regular Days Off (R.D.O.'s) per year, non accruable. Said R.D.O. days shall automatically be posted on January 1st of each calendar year.

ARTICLE 8

WAGES

Section 1. The Annual Base Salary for each of the classifications shown for the calendar years 2003, 2004 and 2005 are as follows:

Classification	2003	2004	2005
Captain 14% Above a Lt.'s Base of 14% Above Sgt. (TP+14%+14%+14%) (Appt. to ranks of Sgt., Lt. and Capt. Prior to 1/1/00)	114,538	118,832	123,289
Captain 12% Above a Lt.'s Base of 14% Above Sgt. (TP+14%+14%+12%) (Appt. to ranks of Sgt. and Lt. prior to 1/1/00 and rank of Captain after 1/1/00)	112,529 <u>112,692</u>	<u>116,748</u>	121,126
Captain 12% Above a Lt.'s Base of 12% Above Sgt. (TP+14%+12%+12%) (Appt. to rank of Sgt. prior to 1/1/02 and rank of Lt. and Captain after 1/1/00)	<u>110,554</u>	114,700	119,001
Captain 12% Above a Lt.'s Base of 12% Above Sgt. (TP+12%+12%+12%) (Appt. to rank of Sgt. after 1/1/02 and rank of Lt. and Capt. after 1/1/00)	108,614	112,688,	116,913
Lieutenant 14% Above a Sgt.'s Base of 14% above TP (TP+14%+14%) (Appt. to rank of Sgt. <u>prior to 1/1/02</u> and Lt. <u>prior to 1/1/00</u>)	100,472	104,239	108,148
Lieutenant 12% Above a Sgt.'s Base of 14% above TP (TP+14%+12%) Appt. 1/1/00-12/31/01 (Appt. to Sgt. prior to <u>1/1/02</u> and Lt. <u>after 1/1/00</u>)	98,709	102,411	106,251
Lieutenant 12% Above a Sgt.'s base of 12% above TP (TP+12%+12%) (Appt. 1/1/02 and thereafter)	96,977	100,614	104,387

Replaced

Section 2. The formula for salaries are based on Top Patrolman (TP) rate plus percentage differential for each rank step thereafter. The salaries for 2003, 2004 and 2005 are based on the premise of a 3.75% increase on the 2002 Top Patrolman salary of \$74,516 or \$77,310 for 2003 and 3.75% thereafter for the years 2004 and 2005. Should, for any reason, the Top Patrolman base is less than or more than 3.75%, an adjustment shall be made accordingly to the above salary guide.

Section 3. An officer temporarily assigned by the Director and/or Chief of Police, to the duties of a higher rank and/or position shall receive the minimum pay of the higher rank and/or position for the period of service; "Temporarily Assigned" for the purpose of this section is defined as eight (8) consecutive hours, or one (1) or more consecutive eight (8) hour shifts.

ARTICLE 9

LONGEVITY

Section 1. Each officer shall be paid, in addition to his current annual wage, longevity increments of fixed amount which shall be computed in the officers base salary, and based upon his years of service with the Jackson Township Police Department in accordance with the following schedule:

Two percent (2%) of his base pay after his first five (5) years of service, and an additional one percent (1%) of his base pay for each additional two (2) years of service, up to a maximum of ten percent (10%) longevity.

Section 2. Beginning January 1st, 1995 and thereafter, all employees hired by the Township of Jackson shall be paid only their base rate of pay. No employee hired after January 1st, 1995 shall be entitled to or receive longevity pay.

Section 3. All employees hired prior to January 1st, 1995 shall continue to receive all longevity benefits as outlined in Section 1. of this article.

ARTICLE 10

OVERTIME

Section 1. The employer agrees that overtime consisting of time and one half shall be paid to all S.O.A. members for hours worked in excess of the normal work day.

Section 2. Officers shall not be paid for overtime hours unless such overtime is authorized by the Director of Public Safety.

Section 3. In the event of death of an officer, the spouse or beneficiary of such officer shall receive payment for any accumulated comp time.

Section 4. An employee may elect to receive payment for his or her compensatory time up to 100 hours per year provided said employee shall notify the township, in writing, no later than November 1st of each year. The Township shall make payment to the employee within thirty (30) days of receipt of said request.

Section 5. It is recognized that a Superior Officer may be required to report in advance of the tour starting time, and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period at the termination of a tour. But in the event an officer is required to report earlier prior to the commencement of a tour of a duty, then the call in section of the S.O.A. contract shall apply. If the officer remains beyond fifteen (15) minutes after the end of a tour, the officer shall be paid the overtime rate for one half hour, and thereafter the officer shall be paid the overtime rate for the actual time worked in excess of the work day.

Section 6. The following provisions shall govern "Call-In", "Court", and "Standby".

- (a) All Superior Officers shall be guaranteed a minimum of two (2) hours pay at double time when "Called in for Duty". For this purpose "Called in for Duty" is defined as the summoning, by notification, of an off-duty Superior Officer to report for duty at a time other than his regularly scheduled shift.
- (b) Employees shall be compensated at a rate of time and one half (1 1/2) his regular rate of pay for actual time worked in Jackson Township Municipal Court. Employees are, however, guaranteed a minimum of four (4) hours pay at his regular straight time rate.
- (c) Employees shall be paid at time and one half (1 1/2) with a guarantee of four (4) hours for appearances in all other courts, but only if the appearance arises when the employee is scheduled to be off duty. On duty appearances are part of any employee's regular duties.
- (d) All Superior Officers ordered to be on "Stand-by" shall be compensated for a minimum of four (4) hours at his regular hourly rate.

The employee shall have the option of receiving his straight time "Stand-by" compensation in pay or applying it to his comp time. For this purpose, "Stand-by" is defined as any Superior Officer being required to restrict his movements while off duty, and being required to remain at his place of residence during the 'Stand-by' period and not being allowed to enjoy his own personal endeavors.

Section 7. At the end of an officer's career, and in his retirement in good standing as a permanent member of the Jackson Township Police Department, the officer shall be paid a lump sum for all unused comp time. In addition, the officer shall receive a five (5%) percent bonus. The bonus shall be calculated on the officer's gross comp time pay. (Example: 100 hours (comp time) x \$30.00 (officer's current rate of pay)=\$3,000.00 x 5% bonus = \$150.00. Total payment to employee is \$3,150.00.

Section 8. Under the Fair Labor Standards Act, Section 778.105, it is agreed that once the beginning time of an employee's work week is established, it remains fixed regardless of schedule of hours worked by him. The beginning of the work week may be changed if the change is intended to be permanent, and is not designed to evade the overtime requirements of the S.O.A. Contract.

Section 9. It is agreed that if a Superior Officer makes an arrest while he is off duty, he shall receive overtime at time and one half (1 1/2) for all hours worked.

ARTICLE 11

VACATION LEAVE

Section 1. Each officer of the S.O.A. shall be entitled to annual vacation with pay at his regular rate of pay in accordance with the following table:

Five (5) years but less than fifteen (15) years of service – 26 days
Fifteen (15) years but less than twenty (20) years of service – 28 days
Twenty (20) years or more of service – 29 days

Section 2. Vacation leave is to be posted automatically for each member on January 1st of each year. Vacation leave posted on January 1st is to be prorated in the event the 10th, 15th, or 20th anniversary of service falls during the calendar year.

Section 3. Officers may utilize accumulated vacation days, comp time or holiday leave to take off on a Holiday. Approval will not be unreasonably denied.

Section 4. In the event of the death of an officer, the spouse or beneficiary of such officer shall receive the payment for accumulated vacation leave provided for in this article.

Section 5. An employee shall be permitted to take up to four (4) consecutive weeks of vacation, at one time, if approved by the Chief of Police or Director of Public Safety. An employee must give at least forty eight (48) hours written notice when applying for vacation leave.

Section 6. Emergency leave deducted from vacation leave may be approved by the Director of Public Safety or his designee. Officers shall state the reason for said emergency request.

Section 7. Officers who have an illness or injury while on vacation may use their sick leave for the remainder of the illness or injury and have their vacation time adjusted, provided proper notice is given and a doctor's certification is presented.

Section 8. Officer shall have the right to accumulate unused annual vacation time, up to a maximum of one (1) year's entitlement in addition to the present years entitlement.

Section 9. It is agreed that vacation leave shall be utilized in blocks of a minimum of four (4) consecutive hours. However, an employee shall be permitted to utilize comp time in blocks of less than four (4) consecutive hours.

Section 10. It is agreed that at the end of an S.O.A. member's career, and retirement in good standing, the member shall be paid at his present rate of pay the full amount of any unused vacation. In addition, the officer shall receive a five (5%) percent bonus. This bonus shall be calculated in accordance with the procedures outlined in Article 10, Section 6.

ARTICLE 12

HOLIDAY LEAVE

Section 1. The following shall be recognized as Holidays paid at eight (8) hours straight time under this Agreement.

New Years Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter Sunday
Memorial Day
Independence Day

Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

Section 2. It is recognized by both parties that officers of the Police Department may not, by reason of departmental business, enjoy the aforesaid holidays, by working on those dates. Therefore, in lieu of the holiday itself, such officers shall receive compensation at time and one half in accordance with his/her regular rate of pay. In the event any of the aforesaid allowed paid holidays falls on a non working day, said holiday shall be deemed to have fallen on a regular working day, and straight time or eight (8) hours will be paid. The compensation for holiday pay shall be given no later than the first pay period in November for holidays accumulated up to an including October 15th. The compensation for the balance of the holidays for that calendar year shall be paid no later than the second pay period of the following calendar year. Said payments shall be paid by separate check, and not included in the regular payroll check.

Section 3. In the event of death of an officer, his beneficiary shall receive payment for holidays already accumulated.

ARTICLE 13

SICK LEAVE

Section 1. All S.O.A. members covered by this Agreement shall be granted unlimited sick leave with pay.

Section 2.

(a) Officers hired prior to January 1st, 1995 shall maintain their accrued sick leave up to a maximum of 130 days. At the end of an officers career and retirement in good standing, the officer shall have paid to him/her at their present rate of pay all accrued sick leave up to a maximum of 130 days.

(b) The officer may at his/her option receive payment for their accrued sick leave at any time prior to the termination of their career. Provided said officer notifies the township in writing no later than November 1st, the township will make payment to the officer upon adoption of the following years budget.

(c) Should the officer choose to wait for payment of his/her accrued sick leave until the termination of his/her career, said officer shall be paid a ten (10%) percent bonus in addition to the monies received for the accrued sick leave.

Section 3. An officer absent on sick leave may be required to submit acceptable medical evidence substantiating an illness.

Section 4. In the event of a substantiated illness or injury, the officer shall receive all benefits and wages for time lost from duty for a period not to exceed one (1) year from the date such illness or injury occurred.

Section 5. In the event of death of an officer, the spouse or beneficiary of such officer shall receive payment for accumulated sick leave provided for in Section 2. of this article.

Section 6. The Union recognizes the employer's right to require Police Officers to submit to random drug test. Tests shall be performed in accordance with procedures set forth by the New Jersey State Attorney General's Office. Employees who fail a drug test

shall be subject to disciplinary action as outlined by the New Jersey Department of Personnel.

ARTICLE 14

JURY LEAVE

Section 1. Any employee who is summoned to jury duty on a scheduled work day as certified by the Clerk of the Court shall be paid by the Township the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

- a. The employee must notify the Director of Public Safety immediately upon receipt of a summons for jury service;
- b. The employee has not voluntarily sought jury service;
- c. No employee is attending jury duty during vacation and/or other time off from township employment;
- d. The employee submits adequate proof of the time served on the jury and the amount received for such service.

ARTICLE 15

INJURY/ILLNESS LEAVE

Section 1. Request for leave of absence with pay for illness/injury in the line of duty, or recuperation therefrom shall be made in accordance with Jackson Code Section 20-35 pursuant to N.J.S.A. 40A:14-137.

ARTICLE 16

PERSONAL DAYS

Section 1. Each employee shall be entitled to four (4) personal days for contract year 2003 and each year thereafter. Said personal days must be utilized during the calendar year credited and are non accruable.

ARTICLE 17

BEREAVEMENT LEAVE

Section 1. In the event of the death in the employee's immediate family, the employee shall be entitled to four (4) days bereavement leave which must be taken on consecutive work days and which must commence between the day of death and the day of the funeral. This leave shall not be deducted from any other leave and shall be granted as many times as may be necessary during any given year.

Section 2. The term "Immediate Family", for purpose of this Agreement, shall mean and refer only to the following: Father, Mother, Father-In-Law, Mother-In-Law, Stepmother, stepfather, Grandfather, Grandmother, Aunt, Uncle, Spouse, Brother, Sister, Brother-In-Law, Sister-In-Law, Child, stepchild, Grandchild, or Foster Child of the officer, or the officer's spouse, and it shall also include relatives of the officer, or officer's spouse, residing in the household.

Section 3. Two additional days, if travel time is required, may be authorized by the Director of Public Safety or his designee.

ARTICLE 18

EDUCATIONAL BENEFITS

PART 1. (Existing College Credit Program)

Section 1. All officers who have previously taken a college course and all who enroll in a college course by the second semester of the 1981-1982 school year shall be considered permanently enrolled in the College Credit Program and eligible for all benefits derived from it as those benefits have been applied under the 1979-1980 Collective Bargaining Agreement:

(a) Any officer holding a recognized Associate Degree, shall be compensated an additional \$700.00 over their annual base salary annually.

(b) Any officer holding a recognized Bachelor's Degree shall

be compensated an additional \$1,350.00 over their annual base salary annually.

(c) Any officer holding a recognized Master's Degree shall be compensated an additional \$1,550.00 over their annual base salary annually.

Section 2. Degree programs which have received prior approval regardless of their area of concentration may be continued. It is understood and agreed that the holding of a higher degree eliminates any additional compensation for the lower degree.

Section 3. Tuition and text books will be paid for by the Township upon successful completion of a "C" grade or higher in any course related to Police Science or Public Administration. Members are responsible for supplying receipts for verification of purchase or tuition.

PART 2. (Subsequent College Credit Program)

Section 1. Thereafter, officers entering the College Credit Program for the first time, subsequent to the second semester of the 1981-1982 school year, shall be entitled to additional compensation as follows:

(a) Any officer who earns a recognized Associate Degree shall receive a one time stipend payment in the amount of \$700.00.

(b) Any officer who earns a recognized Bachelor's Degree shall receive a one time stipend payment in the amount of \$1350.00.

(c) Any officer who earns a recognized a Master's Degree, shall receive a one time stipend payment in the amount of \$1550.00.

Section 2. The granting of the one time stipend for the lower level (A.A. Degree) shall not preclude the payment of a one time stipend at each of the higher levels.

Section 3. Tuition and text books will be paid for by the township upon successful completion of a "C" grade or higher in any course related to Police Science or Public Administration. Members are responsible for supplying receipts for verification of purchase or tuition.

ARTICLE 19

SCHOLARSHIP (CHILDREN OF S.O.A. MEMBERS)

Section 1. The children of an officer, who dies in the line of duty shall be given a scholarship to a college of their choice at the Township's expense. Said expense/reimbursement shall not exceed \$5,000.00 per year.

ARTICLE 20

CLOTHING AND MAINTENANCE ALLOWANCE

Section 1. A clothing and maintenance allowance in the amount of \$1,250.00 for contract year 2003 and each year thereafter shall be paid to each Superior Officer by the Township of Jackson. Said payment to be made by May 15th of each year.

ARTICLE 21

HOSPITAL-MEDICAL PLAN

Section 1. The current program for hospital and medical insurance shall be continued for all officers, their spouse, and their children.

ARTICLE 22

DENTAL PLAN

Section 1. Employer shall continue to provide dental service insurance coverage to all officers at no cost to them. Said plan shall be the New Jersey Delta Dental Plan, Inc. or its equivalent. Said plan shall cover all officers as well as their spouse and children.

ARTICLE 23

OPTICAL PLAN

Section 1. The employer shall provide optical plan coverage for all officers at no cost to them on the condition that each employee must submit to an eye examination once every twelve (12) months. Said optical plan shall be the Cole Vision Care Plan.

ARTICLE 24

PRESCRIPTION PLAN

Section 1. The employer shall provide full family prescription plan coverage to all employees at no cost to them.

ARTICLE 25

PENSION PLAN

Section 1. The employer, shall with contributions as heretofore, provide pension and retirement benefits to officers covered by this Agreement under the Police and Firemen's Retirement System, pursuant to provisions of the Statutes and Laws of the State of New Jersey.

Section 2. The township shall provide "Beneficiary Forms" to all S.O.A. members, pursuant to any accumulated benefits and shall be kept on file in said members personnel records.

ARTICLE 26

MEDICAL/PHYSICAL EXAMINATIONS

Section 1. Each officer shall receive a complete medical/physical examination annually. It is agreed that the officer's insurance shall be used to pay same. Any amount not paid by the employee's insurance will be paid for by the township. It shall be the employee's responsibility to schedule said examination. The examination shall be by a doctor of the employee's choice.

ARTICLE 27

LEGAL AID

Section 1. As per N.J.S.A. 40A:14-55, employer agrees to provide legal aid to all officers in suits or other legal proceedings against them arising from incidents in the line of duty. The employer reserves the right to approve or reject any request by an employee or assume responsibility for payment of the services of whatever member of the New Jersey Bar is contracted to defend that officer unless it is first given the opportunity to determine that said payment of services is reasonable. However, it is mutually agreed that said S.O.A. member shall have the choice of his/her representation.

(a) This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any officer by the employer.

(b) Where a criminal or disorderly persons complaint is filed against an officer and the officer is found to be not guilty or the complaint is otherwise dismissed, the employer shall act to expunge the arrest record of the officer.

Section 2. It is agreed that when a criminal or disorderly complaint is filed against any S.O.A. member while he/she is acting in the performance of their duties, the township agrees to pay said members legal fees as outlined in Resolution 144R-88 and as amended.

ARTICLE 28

SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provisions of this Agreement or the application of the Agreement, any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be effected thereby.

Section 2. If any provisions of the Agreement are invalid the employer and the S.O.A. members will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE 29

PERSONNEL FILE

Section 1. A separate personnel history file shall be established and maintained for each officer covered by this Agreement; personnel history files are confidential records and shall be maintained in the office of the Chief of Police/Director of Public Safety and Municipal Administrator. No other file, document, or dossier of personnel records will be maintained, official or otherwise, by any person, for any reason whatsoever.

Section 2. No detrimental document or report shall be placed in the officer's personnel file or otherwise acted upon without prior conference with the officer. The officer shall acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The officer shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief of Police and/or Public Safety Director and attached to the file copy.

Section 3. Any officer shall have the right to inspect his complete personnel file upon reasonable notice and at reasonable times upon request. A representative of the association may be present when requested by the officer concerned.

ARTICLE 30

PROMOTIONS

Section 1. The employer shall take necessary action to have current promotional lists maintained for all ranks.

ARTICLE 31

BILL OF RIGHTS

To ensure that the individual rights of officers in the bargaining unit are not violated, the following shall represent the Superior Officers Bill of Rights:

Section 1. An officer shall be entitled to S.O.A. representation at each stage of disciplinary hearings.

Section 2. No officer shall be required by the township and/or its agents to submit to an interrogation unless the officer is afforded the opportunity of S.O.A. representation.

Section 3. It is agreed that if the employer makes use of a recording device at hearings, meetings, appeals, interviews and investigations, the officer will have the right to make use of his/her own recording device also.

Section 4. In all disciplinary hearings, the officer shall be presumed innocent until proven guilty and the burden of proof shall be on the employer.

Section 5. An officer shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely effect his hours, wages or working conditions as the result of the exercise of rights under this Agreement.

Section 6. It is agreed by both parties that "no disciplinary action" shall be taken against any S.O.A. member, unless said member is first given the opportunity of having a hearing on said disciplinary action whatever it may be.

Section 7. It is agreed by both parties that the employer or its representatives will set any investigatory interviews sufficiently in advance five (5) days, and to notify said member of interviews, to allow S.O.A. member to first consult with legal counsel or the S.O.A. representative.

Section 8. It is agreed by both parties that the employer or its representatives, will advise the S.O.A. member of the nature of any investigatory interviews, prior to starting such interviews.

Section 9. It is agreed by both parties that no general order or operational order within the Township of Jackson can supercede any Article and Section within the S.O.A. contract.

Section 10. It is agreed by both parties, that when a member is found guilty at any disciplinary hearings and said member was represented by the S.O.A., the township or its representatives will forward within ten (10) working days, a list of any and all evidence presented at said hearing.

ARTICLE 32

OUTSIDE EMPLOYMENT

Section 1. An officer may accept and be employed in an occupation off duty which is not in violation of Federal, State, or County Law, or present rules and regulations. Permission slips shall "not" be required from the employer as a condition for securing or maintaining outside employment while not representing Jackson Township Police Department. However, the S.O.A. member working outside employment shall furnish a

telephone number where he can be reached in case of an emergency. In addition, he will furnish the employer's name and address, and the hours of proposed employment.

ARTICLE 33

GRIEVANCE PROCEDURE

Section 1. A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation of any provision of this Agreement.

Section 2. (Verbal Grievance)

(a) Whenever an officer has a grievance, he and the S.O.A. representative shall first present it verbally to his superior. It is the responsibility of the superior to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was first presented to him, or failing in that, the superior must, within the time advise the officer of the inability to do so.

(b) When an officer is informed by his superior that the superior is unable, within the discretion permitted, to arrange a mutually satisfactory solution to the grievance, it shall then be submitted in writing in accordance with Section 3 herein.

Section 3.

(a) If an officer's complaint is not satisfactorily settled by his or her superior in accordance with Section 2, the officer shall prepare the grievance in writing (typed), in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Chief of Police or Director of Public Safety.

(b) The other copy of the grievance shall be presented by the officer and the S.O.A. representative to his immediate superior to whom the grievance was made verbally. The superior will report the facts and events which led up to its presentation, in writing (typed), including in his report any verbal answer he may have previously given to the officer and the S.O.A. representative concerning this grievance. Within five (5) working days after receipt of the written grievance, the superior must present it, with the information required from him, to the Chief of Police and/or

Director of Public Safety.

(c) The Chief of Police and/or Director of Public Safety, S.O.A. representative and officer will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint accompanied by a written report on the matter by the Chief of Police and/or Director of Public Safety, must be forwarded to the Township Municipal Administrator. The Administrator will then consider and formally act on the complaint within ten (10) working days.

(d) The Municipal Administrator, Chief of Police and/or Director of Public Safety, S.O.A. President (or his designee), and the officer will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator, must be forwarded to the Township Committee. The Committee will then consider and formally act on the complaint within fourteen (14) working days.

(e) Since it is intended that most, if not all grievances, can and should be settled without the necessity of references to the Committee, no grievance will be heard or considered by the Committee which has not first passed through the above described steps.

(f) Employer agrees that where a grievance arises involving the interpretation or application of any provisions of this Agreement, and the Township Committee and the officers are unable to reach a mutually satisfactory settlement within ten (10) working days, the said grievance may be submitted to arbitration to the Public Employment Relations Commission (PERC) within twenty (20) working days after the final decision of the Township Committee. Said arbitration shall be governed by the rules and regulations of the Public Employment Relations Commission.

(g) Any award by the arbitrator shall be binding to the parties. The arbitrator's fee, and expenses, if any, shall be borne jointly by the employer and the S.O.A. Preparation and presentation shall be borne separately by each party.

(h) It is the intention of the parties to settle all differences between the employer and the S.O.A. through grievance procedures in accordance with the provisions of the Agreement. Therefore, the employer agrees that it will not

lock out their officers, and the S.O.A. agrees that it will not sanction, nor will its members engage in a strike, slow down, or work stoppage during the life of this agreement.

(i) It is expressly agreed between the parties hereto that the aforesaid grievance procedure and arbitration procedure shall not be applicable to the provisions of Article 34 of this Agreement, except as may otherwise be provided. In the event of a layoff or demotion in lieu of layoff, an officer's sole remedy shall be the procedure of an appeal to the Department of Personnel after a hearing and determination by the Township Committee. In the event of a suspension, fine, demotion or removal, an officer may elect to follow either the contractual grievance procedure and/or an appeal under the Department of Personnel guidelines.

(j) The S.O.A. shall have a maximum of thirty (30) calendar days to file a grievance with the employer to any issue the association feels is grievable under the terms and conditions of the Agreement and/or matter of circumstance separate and apart from this agreement that the association feels constitutes a grievable issue upon receipt of knowledge thereof.

ARTICLE 34

DISCHARGE AND SUSPENSION

Section 1. No officer shall be disciplined or discharged without just cause. An officer who has been disciplined or discharged may grieve such action in accordance with the provisions set forth in Article 33 "Grievance Procedure", or in accordance with applicable Department of Personnel rules and regulations and state statutes. In addition, the provisions of N.J.S.A. 40A:14-147, and Ordinance No. 21-86 or as amended, shall apply to such discharge or disciplinary action.

Section 2. In the event an officer is found guilty of any violation or rules and regulations and a fine or suspension is given to said officer there shall be no enforcement of said fine or suspension until the officer has exhausted all means of the township's appeal process.

Section 3. It is agreed by both parties that when a hearing is held on any disciplinary actions, and a determination is made that the S.O.A. member is found guilty, and said member files an appeal, and said appeal is heard before the Township Committee or its representatives, a determination shall be made within thirty (30) calendar days after said appeal hearing. If no determination has been made, the charges and specifications shall be dismissed.

Section 4. If an officer is suspended he/she shall not lose, during such period of suspension, any medical benefits to which he/she would be entitled if on active duty. Such benefits shall include, but are not limited to, health insurance, dental insurance, etc. In the event of suspension of 31 days or more it shall be the employees option to continue coverage with the understanding that it shall be the sole responsibility of the employee to pay for said coverage premiums during said suspension.

Section 5. If an officer is suspended, he/she shall not lose any holiday pay benefits if member is made to take suspension during such time a holiday is recognized in this Agreement in accordance with Article 12. However, if the suspension is for thirty one (31) days or more, then said member shall lose that benefit for the period of such suspensions.

Section 6. It is agreed by both parties that when an S.O.A. member is found guilty of any disciplinary action, then said member, upon notification of said findings will have ten (10) working days to appeal said findings to the proper authority, Municipal Administrator, etc.

ARTICLE 35

DURATION OF AGREEMENT

Section 1. This Agreement shall be in effect for three (3) years, from January 1, 2003 to and including December 31, 2005, which benefits shall be retroactive to January 1st, 2003. At the termination of this Agreement, it is specifically understood and agreed by and between the parties hereto that any subsequent Agreement between the parties for 2006 and thereafter, shall be effective for a period of one (1) year, unless otherwise agreed at the time of negotiations.

Section 2. In the event that no new Agreement is reached prior to the termination of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement is executed.

Section 3. It is agreed by the parties hereto that negotiations shall begin no later than ninety (90) calendar days prior to the expiration date of this Agreement.

ARTICLE 36

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective negotiation Agreement between the parties, and contains all benefits to which officers covered by this Agreement are entitled.

In witness thereof, the parties hereto have hereunto set their hands and seals this 6th day of November, 2003.

Township of Jackson:

By:

Michael J. Kafton
Michael J. Kafton, Mayor

Attest:

Ann Marie Eden
Ann Marie Eden, RMC
Township Clerk

Jackson PBA
Superior Officers Local 168-A

Chris [Signature]
President

John E. Sessler
Witness